

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEALTH GRADES, INC.		04/13/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3210435	GUIDING AMERICA TO BETTER HEALTHCARE	
Registration Number:	3138409		
Registration Number:	2483194	HEALTHGRADES	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	194491-1219 HEALTH GRADES		
NAME OF SUBMITTER:	Erin O'Brien		

CH \$90.00 3210435

Signature:	/Erin O'Brien/
Date:	04/24/2009
Total Attachments: 6 source=Health Grades signed IPSA#page1.tif source=Health Grades signed IPSA#page2.tif source=Health Grades signed IPSA#page3.tif source=Health Grades signed IPSA#page4.tif source=Health Grades signed IPSA#page5.tif source=Health Grades signed IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of the Effective Date by and between **SILICON VALLEY BANK** ("Bank") and **HEALTH GRADES, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

500 Golden Ridge Road
Golden, CO 80401

Attn: Allen Dodge

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Beet J. Turner

GRANTOR:

HEALTH GRADES, INC.

By: Allen Dodge

Title: Executive VP/CFD

BANK:

SILICON VALLEY BANK

By: Beet J. Turner

Title: Relationship Manager

**EXHIBIT A
COPYRIGHTS**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
HealthGrades physician quality comparison report	TX6228861	09/15/04
HealthGrades hospital quality report	TX6228860	09/15/04
HealthGrades physician quality report	TX6228859	09/15/04
HealthGrades nursing home quality report	TX6228857	09/15/04
Health Grades, Inc. hospital awards database.	TXu1280003	02/08/06
Health Grades, Inc. hospital ratings database.	TXu1280002	02/08/06
Health Grades, Inc. hospital awards database.	TXu1257239	08/08/05
Health Grades, Inc. hospital ratings database.	TXu1257238	08/08/05
Health Grades, Inc. hospital patient safety database.	TXu1257237	08/08/05

**EXHIBIT B
PATENTS**

Description	Patent / Application Number	Issue /Application Date
Internet system for connecting healthcare providers and patients	11/512,529	08/29/06

**EXHIBIT C
TRADEMARKS**

Description	Registration / Serial Number	Registration/Application Date
GUIDING AMERICA TO BETTER HEALTHCARE	3,210,435	02/20/07
(design)	3,138,409	09/05/06
HEALTHGRADES	2,483,194	08/28/01

**EXHIBIT D
MASK WORKS**

Description	Registration/ Application Number	Registration/ Application Date
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